

# EXHIBIT M



May 17, 2013

Prime Healthcare Properties, LLC  
Attn: Mark Samples  
401 Meridian Street, Suite 302  
Huntsville, AL 35801

Re: Omni Building NRNS Renovation Budget

Dear Mark,

Thank you for contacting Hardy Construction Co. for a price to repair the damage created by the water line break. We are pleased to quote you a budget Guaranteed Maximum Price of \$125,100 for the repair.

I have included with this letter a schedule of values along with clarifications and exclusions related to the above price. If after review you have any questions, please give me a call.

We appreciate you allowing Hardy Construction Co. to quote your project.

Sincerely,

HARDY CONSTRUCTION CO.

A handwritten signature in black ink, appearing to read 'Cory Moore', is written over a horizontal line. Below the line, the text 'Cory Moore, Vice President' is printed.

Cory Moore, Vice President

Hardy Construction Co. 420 N. 25th St. (59101) P.O. Box 1203 (59103) Billings, MT



**HARDY CONSTRUCTION CO.****SCHEDULE OF VALUES****OMNI BUILDING - NRNS RENOVATION BUDGET**

	<b>BUDGET</b>
1 MOBILIZATION & LAYOUT	\$1,200
2 BUILDING DEMO	\$9,700
3 CASEWORK & MILLWORK	\$6,100
4 INTERIOR WALL INSULATION REPLACEMENT	\$6,600
5 WALL FINISHES (SHEETROCK/WALL VINYL/FRP)	\$31,600
6 FLOORING & CERAMIC TILE REPLACEMENT	\$21,800
7 MISC. ACCESSORIES - CORNER GUARDS/FIRE CABINETS	\$2,100
8 ACOUSTIC CEILING REPAIR/REPLACEMENT ALLOWANCE	\$1,500
9 PLUMBING ALLOWANCE	\$500
10 ELECTRICAL ALLOWANCE	\$1,500
11 FINAL CLEANING ALLOWANCE	\$5,000
12 GENERAL CONDITIONS	\$5,600
13 SUPERVISION	\$5,700
14 CONTRACTOR CONTINGENCY	\$9,900
15 CONTRACTOR FEE	\$16,300
	<b>\$125,100</b>

**NOTES, CLARIFICATIONS AND INCLUSIONS:**

- 1 THE PRICE PROVIDED IS A BUDGET BASED ON A REVIEW OF THE EXISTING CONDITIONS AND PROJECT DOCUMENTS PROVIDED TO HARDY CONSTRUCTION CO.
- 2 HARDY CONSTRUCTION CO., IF SELECTED AS THE GENERAL CONTRACTOR, WOULD COMPLETE THE WORK ON A GUARANTEED MAXIMUM BASIS WITH 100% OF THE SAVINGS RETURNED TO YOU THE OWNER
- 3 HARDY CONSTRUCTION CO. REQUIRES THE CONTRACT BE MUTUALLY AGREED UPON BY BOTH PARTIES
- 4 HARDY CONSTRUCTION CO. WILL NOT PARTICIPATE IN LIQUIDATED DAMAGES
- 5 ITEM #2 - BUILDING DEMO INCLUDES THE FOLLOWING ITEMS:
  - DELIVERY, RENTAL AND DUMP FEES ASSOCIATED WITH THE TRASH DUMPSTER
  - DEMO OF REMAINING SHEETROCK SCREW NOT REMOVED AFTER THE WATER DAMAGE OCCURRED
  - TEMPORARY REMOVAL OF THE CORNER GUARDS TO ALLOW FINISH PAINTING
  - DEMO OF THE EXISTING ACOUSTIC CEILING IN ROOMS 115 AND 117 WHICH HAVE BEEN EITHER PREVIOUSLY DAMAGED DURING THE INITIAL WATER DAMAGE OR NEEDS TO BE REMOVED TO ALLOW FOR NEW FULL HEIGHT SHEETROCK WALLS
- 6 ITEM #3 - CASEWORK & MILLWORK INCLUDES THE FOLLOWING:
  - REINSTALLATION OF EXISTING CASEWORK THAT WAS REMOVED FOR THE REMEDIATION
  - IT IS ASSUMED AFTER REVIEW OF THE EXISTING PROPERTY THAT ALL CASEWORK HAS NOT BEEN DAMAGED SO IT CAN BE REINSTALLED
  - NEW CABINET BASE FRAMES WILL NEED TO BE BUILT FOR THE BASE CABINETS BEFORE THEY CAN BE REINSTALLED
  - SUPPLY AND INSTALLATION OF WOOD BASE AND CHAIR RAIL IN THE NEUROSPINE WAITING AREA
  - SUPPLY AND INSTALLATION OF WOOD DOOR CASING ON DOOR 102 AND DOOR 111
- 7 ITEM #4 - INSULATION REPLACEMENT INCLUDES SUPPLY AND INSTALLATION OF THE INSULATION REMOVED DURING THE WATER DAMAGE RESTORATION
  - THE INSULATION MATERIAL INCLUDES R-19 BATT INSULATION
- 8 ITEM #5 - WALL FINISHES (SHEETROCK/WALL VINYL/FRP) INCLUDES THE FOLLOWING:
  - REPLACEMENT OF THE SHEETROCK REMOVED DURING THE WATER DAMAGE RESTORATION
  - REPAIR OF MISC. HOLES/WALL DINGS REVIEWED DURING THE WALK OF THE BUILDING IN THE WATER DAMAGED AREA ONLY
  - ALL SHEETROCK REPLACEMENT WALLS WILL BE TAPED AND PAINTED FROM THE FLOOR TO THE CEILING UNLESS WALL VINYL IS REQUIRED

ITEM #5 INCLUDES THE SUPPLY AND INSTALLATION OF THE WALL VINYL TO MATCH WHAT WAS NOTED ON THE PROJECT PLANS (WC1-WC4 ONLY)

FRP WAS INCLUDED WITH ITEM #5 FOR THE REPAIR IN THE JANITORS CLOSET (114)

WITH REGARD TO THE REPLACEMENT WALL VINYL, BECAUSE OF THE TIME FRAME FROM WHEN THE PROJECT WAS INITIALLY CONSTRUCTED TO PRESENT, IF NEW MATERIAL IS SUPPLIED IT MAY NOT EXACTLY MATCH THE EXISTING MATERIAL DUE TO CHANGES IN DIE LOTS

9 ITEM #6 - FLOORING & CERAMIC TILE REPLACEMENT INCLUDES THE FOLLOWING:

INSTALLATION OF NEW RB -1 AND RB-2 BASE REMOVED DURING THE RESTORATION

REMOVAL OF THE EXISTING VINYL FLOORS IN NEUROSPINE ROOMS 117, 119 AND 148 THAT WERE DAMAGE DURING THE RESTORATION

SUPPLY AND INSTALLATION OF NEW VINYL FLOORING WITH COVED BASE IN ROOMS 117, 119 AND CORRIDOR 151 ONLY BETWEEN THE DOOR LEAVING ROOM 117 TO THE DOUBLE DOORS TO CORRIDOR 148

ITEM #6 INCLUDES SUPPLY AND INSTALLATION OF 500 LF OF CHAIR RAIL WHICH IS AN ESTIMATE OF WHAT IS NEEDED TO REPLACE THE EXISTING DAMAGED CHAIR RAIL OR MATERIAL THAT WAS REMOVED AND WE COULD NOT LOCATE

SUPPLY AND INSTALLATION OF CERAMIC TILE IN MEN'S BATHROOM 111 AND WOMEN'S 109 IN THE SURGERY CENTER REMOVED FOR REMEDIATION

10 ITEM #7 - MISC. ACCESSORIES INCLUDES THE FOLLOWING:

REINSTALLATION OF THE CORNER GUARDS REMOVED TO ALLOW FOR WALL REPAIRS/PAINTING

REINSTALLATION OF MISC. ACCESSORIES SUCH AS FIRE EXTINGUISHER CABINETS TO ALLOW FOR WALL REPAIRS/PAINTING

ITEM #7 INCLUDES A QUANTITY OF 10 EACH CORNER GUARD SSM-20A AND SSM25A TO ALLOW FOR THERE WERE SEVERAL CORNERS IN THIS PROJECT WHERE THE CORNER GUARDS HAD BEEN REMOVED AND WE COULD NOT LOCATE THIS MATERIAL SO WE HAVE INCLUDED AS PART OF THIS ITEM 10 EACH OF THE ACROVYN SSM-20A AND SSM-25A FOR REPLACEMENT PURPOSES

HARDY CONSTRUCTION WILL NOT ORDER ANY CORNER GUARDS UNTIL WE ARE SURE THE PREVIOUSLY REMOVED CORNER GUARDS ARE EITHER TOO DAMAGED FOR REPLACEMENT OR CAN NOT BE LOCATED

1 ITEM #8 - ACOUSTIC CEILING REPAIR/REPLACEMENT ALLOWANCE INCLUDES THE FOLLOWING:

A \$1,500 ALLOWANCE TO REPLACE THE ACOUSTIC CEILINGS IN THE SURGERY CENTER ROOMS 115 & 117 THAT HAVE BEEN REMOVED OR DAMAGED BEYOND REPAIR

THERE ARE A COUPLE AREAS WHERE THE TILE WILL NEED TO BE REPLACED DUE TO DAMAGE BY OTHERS

12 ITEM #9 - PLUMBING ALLOWANCE INCLUDES THE FOLLOWING:

A \$500 ALLOWANCE TO REPAIR REPLACE PLUMBING AS REQUIRED SPECIFICALLY IN SURGERY LOUNGE 108

13 ITEM #10 - ELECTRICAL ALLOWANCE INCLUDES THE FOLLOWING:

A \$1,500 ALLOWANCE FOR ELECTRICAL ITEMS SUCH AS REPAIR OF EXISTING OUTLETS OR REMOVAL OR REPLACEMENT OF OUTLETS TO ALLOW FOR WALL FINISHES TO BE COMPLETED

14 ITEM #11 - FINAL CLEANING ALLOWANCE INCLUDES THE FOLLOWING:

A \$5,000 ALLOWANCE TO CLEAN TO THE OFFICE SPACE AFTER ALL OTHER WORK HAS BEEN COMPLETED

15 ITEM #14 - CONTRACTOR CONTINGENCY INCLUDES THE FOLLOWING:

HARDY CONSTRUCTION CO. HAS INCLUDED A CONTINGENCY FOR OUR USE TO ALLOW FOR ITEMS WE COULD NOT IDENTIFY AS HAVING COSTS ASSOCIATED WITH TO REPAIR OR REPLACE

#### **EXCLUSIONS:**

- 1 HIDDEN OR UNFORESEEN CONDITIONS
- 2 BUILDER'S RISK OR OCP INSURANCE
- 3 ITEMS NOT NOTED UNDER NOTES, CLARIFICATIONS & INCLUSIONS
- 4 CITY OF BILLINGS BUILDING PERMIT OR PLAN REVIEW FEES
- 5 SYSTEM DEVELOPMENT FEES
- 6 PAYMENT AND PERFORMANCE BOND
- 7 BID BOND
- 8 REPLACEMENT OF FLOORING OTHER THAN WHAT IS NOTED IN ITEM #6 ABOVE
- 9 HVAC REPAIR OR REPLACEMENT INCLUDING TEST & BALANCE
- 10 FIRE SPRINKLER REPAIR OR REPLACEMENT
- 11 TEMPORARY BUILDING HEAT IF REQUIRED
- 12 TEMPORARY ELECTRICAL, WATER OR GAS SERVICES IF REQUIRED
- 13 TELE/DATA REPAIR OR REPLACEMENT